

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 1014 of 1999

For Approval and Signature:

Hon'ble MR.JUSTICE M.R.CALLA

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1. Whether Reporters of Local Papers may be allowed : NO
to see the judgements?

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy : NO
of the judgement?

4. Whether this case involves a substantial question : NO
of law as to the interpretation of the Constitution
of India, 1950 of any Order made thereunder?

5. Whether it is to be circulated to the Civil Judge? : NO

HARISIDDHA CO OPERATIVE BANK LTD.

Versus

SPECIAL RECOVERY OFFICER

Appearance:

MR BS PATEL for Petitioner

Mr.B.Y.Mankad, learned A.G.P. for respondent No.1.

Mr.A.J.Patel and MR BN PATEL for Respondent No. 2

CORAM : MR.JUSTICE M.R.CALLA

Date of decision: 17/08/1999

ORAL JUDGEMENT

The petitioner claims to draw the amount of compensation in the matters of Land Acquisition, which is lying as a Deposit in the Court of District Judge, Mirzapur. The respondent No.1 has rightly taken the stand that since the amount is lying in the Court it is not possible for him to effect the recovery. In the facts and circumstances of this case, both the sides had

given the following terms as a consent terms in which the petition is sought to be decided and disposed of. The terms have been signed by the counsel for the petitioner as well as the counsel for respondent No.2. Mr. B.Y.Mankad, learned A.G.P. has no objection if this petition is decided and disposed of on the basis of these consent terms. The consent terms which has been given by the parties today under the signatures of the learned counsel for both the sides shall remain on record and the contents thereof i.e. the actual consent terms are reproduced as under:-

"CONSENT TERMS

The respondent No.2 owed some money to the petitioner Bank. Awards were passed. The awards become final. A compromise was reached between the petitioner Bank and respondent No.2 for payment of remaining outstanding amount. Pursuant to the compromise and agreement, the Bank passed a resolution dated 3-6-98 at page No.43. The respondent No.2 agreed to pay Rs.1,89,36,526/- at a stroke and interest by 36 installments.

The Bank thereafter, cancelled the resolution by other Resolutions dated 3.11.98 and 30.11.98. The respondent No.2 challenged the said resolutions and filed a Lavad Suit No.265/99. In the Suit, Ex.6 for injunction was filed and after bi-party hearing, the injunction in favour of respondent No.2 was confirmed vide order dated 7-5-99.

The respondent No.2 hereby agrees to pay as per resolution dated 3-6-98 i.e. Rs.1,89,36,526/- at one stroke and interest as agreed by installments subject to the result of Lavad Suit No.265/99.

The petitioner Bank agrees to accept the aforesaid amount as per the earlier resolution dated 3/6/98 subject to the ultimate result of the Lavad Suit No.265/99.

The amount lying in Mirzapur Court in Land Acquisition matter to the tune of Rs.1,89,36,526/- be ordered to be paid to the petitioner Bank and the rest be permitted to be withdrawn by the respondent No.2."

This Special Civil Application is, therefore, decided in the aforesaid terms and it is ordered accordingly. Therefore, the rights and

obligations of the parties shall be governed by the consent terms. This Special Civil Application is accordingly decided and disposed of in the consent terms, as aforesaid and the Rule is made absolute accordingly. Ad interim order passed on 10.2.99 ceases to be operative. No order as to costs.

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